

Appl. No.: 10/630,500
Amdt. dated 05/27/2005
Reply to Office Action of 03/24/2005

REMARKS/ARGUMENTS

In the Office Action dated March 24, 2005, Claims 1-28 are pending, of which Claims 3, 8-9, 13, 19, and 25-26 are indicated to be allowable if rewritten in independent form. Claims 4, 17, and 20 are objected to under 35 U.S.C. § 112, though Claims 4 and 20 are indicated to be allowable if amended to overcome this rejection. Claims 1-2, 5-7, and 14-15 are rejected under 35 U.S.C. § 102(b) as being anticipated by U.S. Patent No. 6,182,531 to Gallagher. Claims 16 and 27-28 are rejected under 35 U.S.C. § 102(b) as being anticipated by U.S. Patent No. 3,261,228 to Rothman. Claims 1-2, 5-7, 10-12, 14-18, 21-24, and 28 are rejected under 35 U.S.C. § 103(a) as being unpatentable over Gallagher, Rothman, and/or official notice. In addition, the drawings and specification are objected to.

Applicant first addresses the objection to the drawings and specification. Regarding the drawings, the Office Action states that features of Claims 8, 9, 14, 25, 26, and 28 are not illustrated. Claims 9, 14, 26, and 28 are cancelled above. Regarding Claims 8 and 25, which recite that the cap of each element is thicker than the base, Applicant submits that the claimed feature is illustrated in Figures 1 and 3. That is, as shown, the caps 30 are thicker than the bases 20. Accordingly, Applicant requests that the rejection to the drawings be withdrawn.

The Office Action objects to the following statement from the specification: "The cap of each absorption element can extend circumferentially at least to overlap the first end of the cap of an adjacent one of the absorption elements." According to the Office Action, it is unclear what "at least to overlap" would encompass. Applicant respectfully traverses and submits that the statement clearly indicates that the cap extends to overlap the first end of the cap of an adjacent one of the absorption elements and may extend further. That is, as further described in the application, "each cap 30 can define first and second ends, each of which are cantilevered from the respective base 20, and the first end of each cap 30 can extend circumferentially to overlap the second end of the cap 30 of an adjacent absorption member 18." Page 6, lines 7-10. This feature is illustrated in Figure 3, in which one end of the cap 30 shown in solid lines overlaps the first end of the cap of the adjacent absorption member shown in dashed lines at the left side of the figure. Thus, one cap overlaps a first end of the cap of the adjacent absorption

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member but does not overlap the entire cap of the adjacent member. In other words, the cap extends "circumferentially at least to overlap the first end of the cap of an adjacent one of the absorption elements" as stated in the specification.

The specification is also objected to for failing to provide antecedent basis for the subject matter of Claims 7, 15, and 23. Claim 7 recites that "the absorption elements are formed of at least one of the group consisting of carbon steel, stainless steel, and nickel-chromium-iron alloys." Thus, the claim requires that the absorption elements include at least one of the three recited materials. Similarly, the specification states that the absorption elements can be formed of these same materials. For example, the specification states that "the absorption elements 18 can be formed of steel, such as carbon steel, stainless steel, or a nickel-chromium-iron alloy such as those belonging to the Inconel® family of alloys, a registered trademark of Huntington Alloys Corporation." Page 5, lines 15-18. Thus, the specification clearly states that the absorption elements can be formed of any of the recited materials and, hence, "at least one" of the materials in the recited group. Claim 15, as amended, states that the outer ring is configured to be deformed by the debris material. Similarly, the specification states that "the outer ring 14 can alternatively be configured to deform to contain debris." Page 5, lines 33-34. Claim 23 recites that "the length of each base is shorter than a distance between the second end of the base and an arc defined by the path of the at least one blade." This feature is also stated in the specification, as amended. See the replacement paragraph to be inserted at page 7, line 9. It is respectfully submitted that no new matter is added by the amendment to the specification, as the statement was originally included in Claim 23.

Turning now to the rejection of Claims 4, 17, and 20 under 35 U.S.C. § 112, second paragraph, the Office Action states:

Claim 4, which recites that the second end of each cap of each absorption element extends circumferentially at least to overlap the first end of the cap of an adjacent one of the absorption elements is unclear as to scope as to what 'at least to overlap' means, because overlapping elements require that the one element lies over another element, and if the elements are spaced from one another such one element does not lie over another element (as 'at least to overlap' could mean), they would no longer overlap.

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As noted above, the term "each cap . . . extends . . . at least to overlap the first end" by its ordinary and literal definition means that each cap extends to overlap the first end at a minimum, and each cap can extend further, e.g., to overlap more than the first end of the adjacent absorption element. Nevertheless, in an effort to expedite the prosecution of the application, Applicant has amended Claims 4, 17, and 20 to remove the term "at least." Thus, Claim 4 as amended recites that "the second end of each cap of each absorption element extends circumferentially to overlap the first end of the cap of an adjacent one of the absorption elements." Claim 17 recites that "each absorption element extends circumferentially to at least partially overlap an adjacent one of the absorption elements." Claim 20 recites that "the second end of each cap of each absorption element extends circumferentially to overlap the first end of the cap of an adjacent one of the absorption elements." It is submitted that the claims as amended are not indefinite and, thus, withdrawal of the rejection is respectfully requested. Further, Applicant submits that the amendment to the claims is wholly unrelated to their patentability.

With regard to the rejections under § 102 and § 103, independent Claims 1 and 16 have been amended to incorporate the features of Claims 3 and 19, respectively, which were previously indicated to be allowable. New Claims 29 and 30 include all of the limitations previously set forth in Claims 8 and 13, respectively, which were also indicated to be allowable. Thus, each of the independent claims now includes all of the limitations of a claim that was previously indicated to be allowable.

Accordingly, Applicant submits that each of the pending Claims 1-2 4-8, 10-13, 15-17, 20-25, 27, and 29-30 is allowable.

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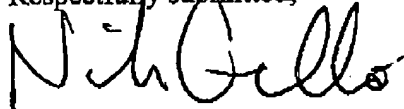
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CONCLUSIONS

In view of the remarks presented above, Applicant submits that the present application is in condition for allowance. As such, the issuance of a Notice of Allowance is therefore respectfully requested. In order to expedite the examination of the present application, the Examiner is encouraged to contact Applicant's undersigned attorney in order to resolve any remaining issues.

Applicant requests the fee for one additional independent claim which was added in this Amendment be charged to our Deposit Account No. 16-0605. It is not believed that extensions of time or fees for net addition of claims are required, beyond those that may otherwise be provided for in documents accompanying this paper. However, in the event that additional extensions of time are necessary to allow consideration of this paper, such extensions are hereby petitioned under 37 CFR § 1.136(a), and any fee required therefore (including fees for net addition of claims) is hereby authorized to be charged to Deposit Account No. 16-0605.

Respectfully submitted,

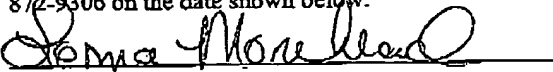


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May 27, 2005
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CLT01/4705436v1